

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2012		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
DF Institute, Inc.		12/31/2012	CORPORATION: ILLINOIS
DF Institute, LLC		12/31/2012	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	DF Institute, LLC		
Street Address:	332 Front Street		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54601		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3275703	SUCCEED WITH THE SYSTEM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2124255288		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Mimi Rupp		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	15258/280		
NAME OF SUBMITTER:	Mimi Rupp		

OP \$40.00 3275703

Signature:	/MR/
Date:	08/05/2013
<b>Total Attachments: 6</b> source=15258 Merger DFI, Inc. to DFI, LLC#page1.tif source=15258 Merger DFI, Inc. to DFI, LLC#page2.tif source=15258 Merger DFI, Inc. to DFI, LLC#page3.tif source=15258 Merger DFI, Inc. to DFI, LLC#page4.tif source=15258 Merger DFI, Inc. to DFI, LLC#page5.tif source=15258 Merger DFI, Inc. to DFI, LLC#page6.tif	



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 5 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR DF INSTITUTE, LLC.



**In Testimony Whereof, I hereto set**  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 14TH*  
*day of JANUARY A.D. 2013*

*Jesse White*

SECRETARY OF STATE

Authentication #: 1301401875

Authenticate at: <http://www.cyberdriveillinois.com>

TRADEMARK  
REEL: 005085 FRAME: 0326

Form **LLC-37.25**  
May 2012

Secretary of State  
Department of Business  
Lim  
501  
Sprii  
217-  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.



Illinois  
Limited Liability Company Act  
**Articles of Merger**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100  
(Filing fee \$100 plus \$50 each entity more than two)

Approved: JB

FILE # 04168917

This space for use by Secretary of State.

**FILED**  
**DEC 19 2012**  
**JESSE WHITE**  
**SECRETARY OF STATE**

**PAID**

DEC 21 2012

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, * Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Date of Organization on Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>DF Institute, Inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>March 4, 1985</u>	<u>53764576</u>
<u>DF Institute, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>Dec. 31, 2012</u>	

\* If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

2. a. Name of Surviving Entity: DF Institute, LLC

b. Address of Surviving Entity: 332 Front Street, La Crosse, Wisconsin 54601

3. Effective date of merger: (check one)  
a.  the filing date, or  
b.  a later date, but not more than 30 days subsequent to the filing date: December 31, 2012  
Month, Day, Year

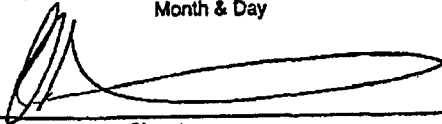
4. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:  
NONE

LLC-37.25

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

5. Each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated December 31 Month & Day, 2012 Year

1.   
Signature

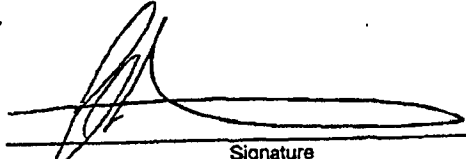
Christopher Neumann, Assistant Secretary  
Name and Title (type or print)

DF Institute, Inc.  
Name if a Corporation or other Entity

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

2.   
Signature

Christopher Neumann, Manager  
Name and Title (type or print)

DF Institute, LLC  
Name if a Corporation or other Entity

4. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**, dated as of December 31, 2012 (the "Agreement"), is by and between DF INSTITUTE, INC., an Illinois corporation ("DFI"), and DF Institute, LLC, an Illinois limited liability company ("LLC").

WHEREAS, the board of directors of DFI and the sole member of LLC deem it in the best interests of the respective equity holders of each entity that DFI and LLC enter into this Agreement pursuant to which DFI shall merge with and into LLC, with LLC being the surviving company of the merger.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

### ARTICLE 1 THE MERGER

1.1 Surviving Company. In accordance with the provisions of this Agreement and the Business Corporation Act of Illinois, at the Effective Time (as defined in Section 1.4 of this Agreement), DFI shall be merged with and into LLC (the "Merger"), and LLC shall be the surviving company in the Merger (hereinafter sometimes referred to as the "Surviving Company") and shall continue its existence under the laws of the State of Illinois. At the Effective Time, the separate existence of DFI shall cease and all its outstanding shares of capital stock shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist. The merger is intended to qualify under I.R.C. § 368(a)(1)(F) Under Rev. Rul. 73-526 (Situation3).

1.2 Articles of Organization; Limited Liability Company Operating Agreement. The Articles of Organization (the "Articles") and the Limited Liability Company Operating Agreement (the "LLC Agreement") of LLC, each as in effect immediately prior to the Effective Time, shall be the Articles and LLC Agreement of the Surviving Company until thereafter amended as provided by law. No amendments or changes in the Articles or the LLC Agreement will be effected by the Merger.

1.3 Managers. The managers of the Surviving Company at the Effective Time shall be the managers of LLC. Such managers will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the LLC Agreement of the Surviving Company, or as otherwise provided by law.

1.4 Effective Time. The articles of merger (the "Articles of Merger") shall be filed by LLC with the Secretary of State of the State of Illinois in accordance with the Business Corporation Act of Illinois and shall have an effective time of immediately prior to the close of business of December 31, 2012 (the "Effective Time").

1.6 Effect of Merger. The Merger shall have all of the effects as set forth in the Business Corporation Act of Illinois.

1.7 Additional Actions. If, at any time after the Effective Time, the Surviving Company shall believe or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to vest, perfect or confirm, of record or otherwise, the Surviving Company's right, title or interest in, to or under any of the rights, properties or assets of DFI acquired or to be acquired as a result of the Merger or otherwise to carry out the purposes of this Agreement, DFI and its proper officers and directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to undertake all acts necessary or proper to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the surviving corporation are fully authorized in the name of DFI or otherwise to take any and all such action.

## ARTICLE 2 MISCELLANEOUS

2.1 Amendment and Modification. DFI and LLC may by written agreement amend this Agreement at any time prior to the filing of the Articles of Merger with the Illinois Secretary of State, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of DFI and sole member of LLC shall not alter or change (a) the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of the shares of any class or series of capital stock of DFI or LLC, (b) any term of the LLC Agreement of the Surviving Company, or (c) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holder of any class or series thereof of DFI or LLC.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed wholly within Illinois.

2.3 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

2.4 Interpretation; Definitions. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

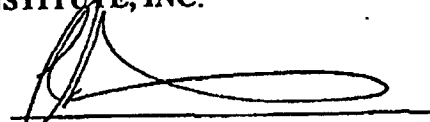
2.5 Entire Agreement. This Agreement, including the documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to such subject matter.

[Remainder of the page intentionally left blank; signature page follows]

**IN WITNESS WHEREOF, DFI and LLC have caused this Agreement to be signed by their respective duly authorized officers on the date first above written.**

**DF INSTITUTE, INC.**

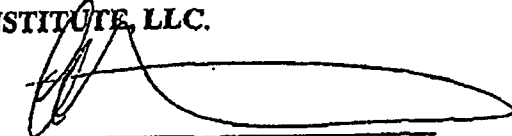
By:



Name: Christopher Neumann  
Title: Assistant Secretary

**DF INSTITUTE, LLC.**

By:



Name: Christopher Neumann  
Title: Assistant Secretary